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Attorneys for Third-Party Defendant Ryan  
Lenahan and for Specially Appearing  
Third-Party Defendant Kyle Danna

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**DAVID TRINDADE**, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

**REACH MEDIA GROUP, LLC**, a  
Delaware limited liability company,

Defendant,

**REACH MEDIA GROUP, LLC**, a  
Delaware limited liability company,

Third-Party Plaintiff,

v.

**RYAN LENAHA**n, an individual, **KYLE  
DANNA**, an individual, and **EAGLE WEB  
ASSETS INC.**, a corporation,

Third-Party Defendants.

Case No. 5:12-cv-04759 (PSG)

**DECLARATION OF KYLE DANNA IN  
SUPPORT OF THIRD-PARTY  
DEFENDANT RYAN LENAHA**n'S  
**MOTION TO STRIKE CLAIMS  
UNDER CAL. CODE OF CIV. PROC.  
425.16 (ANTI-SLAPP MOTION)**

DATE: February 26, 2013

TIME: 10:00 a.m.

CTRM: 5, 4<sup>th</sup> Floor

JUDGE: The Hon. Paul S. Grewal



1 I, Kyle Danna, declare as follows:

2 1. I am a Third-Party Defendant in the above-referenced matter. Unless  
3 otherwise stated, I have personal knowledge of the matters stated herein.

4 2. On August 9, 2012, I enrolled as a publisher in Reach Media Group, LLC  
5 ("RMG")'s publisher network by completing RMG's online application. That day, RMG  
6 notified me that I had been approved as a publisher.

7 3. After I enrolled with RMG, I stayed in continuous contact with RMG via  
8 email and telephone. My primary contact at RMG was Andre Zouvi. However, I also  
9 communicated with Luciano Castro and with Trish Hurst from RMG's accounting  
10 department.

11 4. After I enrolled in RMG's network, RMG assigned specific advertising  
12 campaigns to me through an insertion order and asked me to circulate advertisements to  
13 promote these campaigns, and more specifically, to drive Internet traffic to specific  
14 websites.

15 5. During August, I began to circulate ads for RMG's campaigns and to drive  
16 Internet traffic to the advertiser's websites. I only used ads that I understood had been  
17 approved by RMG. During this time, RMG closely monitored my activities and  
18 encouraged me to continue circulating ads, and even to increase the circulation.

19 6. On August 27, 2012 I submitted an invoice to RMG for \$18,146, for  
20 payment pursuant to the "net 15" payment basis RMG had offered to me. True and  
21 correct copies of this invoice and the email chain attaching this invoice are attached  
22 hereto as **Exhibits A** and **B** respectively. In response to my invoice, Andre Zouvi told  
23 me that RMG would pay me \$3,857 on September 10 and \$14,080 on September 17.

24 7. Up through September 20, 2012, I continued to circulate ads for RMG, and  
25 RMG stayed in continuous contact with me, monitoring my performance and encouraging  
26 me to generate more leads.

27 8. As of September 17, I had not received the second payment of \$14,080. I  
28 sent several emails and made several phone calls to RMG inquiring about the status of



1 this payment. In response, on September 17, Andre Zouvi informed me that the second  
2 payment should be processed that day.

3 9. Per my arrangements with RMG, the payment of \$14,080 was to be made  
4 by wire transfer to my personal bank account with Capital One in Slidell, Louisiana. On  
5 or around September 18, 2012, I received a wire transfer from RMG into my Capital One  
6 account for \$14,080. Later that day, I logged into my online account, but I was not able  
7 view the account that had received the wire transfer. I immediately called the bank's  
8 customer service department. The bank notified me that my bank account had been  
9 frozen because fraud had been reported in connection with the account. I informed the  
10 customer service representative that I had not reported any fraud and that I needed  
11 access to my accounts. The customer service representative was not able to help me.

12 10. After I ended my call with Capital One's customer service department, I  
13 went to my branch of Capital One in Slidell, Louisiana. An account representative at the  
14 bank told me that RMG had made a claim that RMG had not authorized the \$14,080  
15 wire, and had indicated that I had fraudulently transferred funds from RMG to my  
16 account.

17 11. I explained to the account representative that the wire was valid, that I was  
18 entitled to the funds, and that I had no idea why RMG was trying to reverse the wire  
19 transfer. I presented documents to the bank to demonstrate that I was entitled to the  
20 funds, including my insertion order with RMG, my invoice to RMG, and my email  
21 communications with RMG (i.e. with Andre Zouvi and Trish Hurst (from RMG's  
22 accounting department)) showing that I was entitled to the payment.

23 12. After I demonstrated to the bank that I was entitled to the funds, they  
24 cancelled the wire reversal and allowed me access to my account.

25 13. In late September, I communicated all of these facts to Ryan Lenahan.

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1 I declare under penalty of perjury under the laws of the United States of America  
2 that the foregoing is true and correct and that this Declaration was executed on January  
3 18, 2013.

4 \_\_\_\_\_  
s/Kyle Danna

5 Kyle Danna  
6

7 **ATTESTATION OF CONCURRENCE IN FILING**

8 Pursuant to the General Order No. 45, section 45 X(B), for The United States  
9 District Court for the Northern District of California, I, Jeffrey M. Rosenfeld, hereby attest  
10 that the concurrence to the filing of this Declaration of Kyle Danna in Support of Third-  
11 Party Defendant Ryan Lenahan's Motion to Strike Claims Under Cal. Code of Civ. Proc.  
12 425.16 (Anti-Slapp Motion) has been obtained from Kyle Danna who has provided the  
13 conformed signature above.  
14

15 DATED: January 18, 2013

KRONENBERGER ROSENFELD, LLP

16  
17 By: \_\_\_\_\_  
s/Jeffrey M. Rosenfeld

18 Jeffrey M. Rosenfeld

19 Attorneys for Third-Party Defendant Ryan  
20 Lenahan and for Specially Appearing Third-  
21 Party Defendant Kyle Danna  
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